



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award:

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, Arizona 85255

DEC 30 2019

Attention: Andy Wrenn, National Director Axon Sales

Reference: Prince William County Contract 5015210; Body Worn Camera System and Services

Acceptance Agreement

Contract Number: 4400009569

This Acceptance Agreement signifies a contract for the procurement of the full implementation of the Body Worn Camera Solution. The period of the contract will commence on Date of Award through March 24, 2027.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Fairfax County Contract.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Section 12, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Jamie Pun at (703) 324-3653 or via e-mail at Jamie.Pun@fairfaxcounty.gov.

for 
Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpmm
Phone 703-324-3201, TTY: 711, Fax: 703-324-3228

THE PARTIES TO THIS CONTRACT, Fairfax County ("Fairfax County" or "the County") AND Axon Enterprise, Inc. ("Contractor"), MUTUALLY AGREE THAT:

1. FAIRFAX COUNTY engages the Contractor to provide the following goods and/or services:

- 1.1. Axon Body Worn Camera System and related services pursuant to the Prince William County (PWC) Contract No. 5015210 by and between Contractor and PWC ("PWC Contract"), incorporated herein by reference. To the extent the PWC Contract and this Contract 4400009569 contain different terms or conditions, this Contract 4400009569 shall control. Under Contract 4400009569, the County shall have all rights and remedies available to Prince William County as set forth in the PWC Contract No. 5015210.

2. PERIOD OF CONTRACT:

- 2.1. The period of this contract shall be from date of award through March 24, 2027 in accordance with the Prince William County Contract No. 5015210.

3. COMPENSATION:

- 3.1. Fairfax County agrees to pay the Contractor in accordance with the attached Contractor's Quote #Q-237407 (Attachment 1) which sets out pricing for five years pursuant to the Prince William County Contract No. 5015210. As the Contractor is not a bonafide County employee the parties agree that no deductions for withholding taxes, workman's compensation, insurance, or other fringe benefits will be made and will be the sole responsibility of the Contractor.
- 3.2. Changes in cost for the products and services covered under this contract for any subsequent contract years beyond the years in Attachment 1 may be based on the Consumer Price Index (CPI-U), or other relevant indices, not to exceed 3%. The request for a change will include as a minimum (1) the cause for this adjustment; (2) proposed effective date; and (3) the amount of the change requested with documentation to support the requested adjustment (i.e. appropriate Bureau of Labor Statistics, Consumer Price Index (CPI-U), change in manufacturer's price, etc.). Increases are not guaranteed, but will be granted at the discretion of the Purchasing Agent.

4. AUTHORITY:

- 4.1. The Purchasing Agent has the sole responsibility and authority for purchasing supplies, materials, equipment, and services, except as excluded in the Fairfax County Purchasing Resolution. The Purchasing Agent's responsibility and authority includes, but is not limited to, issuing and modifying solicitations, negotiating and executing contracts, and placing purchase orders. In discharging these responsibilities, the Purchasing Agent may be assisted by contract specialists. Unless specifically delegated by the Purchasing Agent, no other County officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the government of the County of Fairfax for an indebtedness. Any purchase ordered or contract made that is contrary to these provisions and authorities shall be of no effect, void, and does not bind the County.

The obligation of the County to pay compensation due the Contractor under the contract or any other payment obligations under any contract awarded pursuant to this contract is subject to appropriations by the Fairfax County Board of Supervisors to satisfy payment of such obligations. The County's obligations to make payments during subsequent fiscal years are dependent upon the same action. If such an appropriation is not made for any fiscal year, the contract shall terminate effective at the end of the fiscal year for which funds were appropriated and the County will not be obligated to make any payments under the contract beyond the amount appropriated for payment obligations under the contract. The County will provide the Contractor with written notice of non-appropriation of funds within thirty (30) calendar days after action is completed by the Board of Supervisors. However, the County's failure to provide such notice will not extend the contract into a fiscal year in which sufficient funds have not been appropriated.

5. DEFINITIONS: Unless otherwise defined in this contract, capitalized terms shall have the meanings defined by the Fairfax County Purchasing Resolution.

6. INTERPRETATION OF CONTRACT:

- 6.1. Any questions pertaining to this contract shall be directed to:

Jamie Pun, Contract Specialist
Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, Virginia 22035-0014
Telephone Number: (703) 324-3653
E-mail: Jamie.Pun@fairfaxcounty.gov

7. METHOD OF ORDERING:

- 7.1. Regardless of the method of ordering used, the contract and any subsequent modifications determine performance times and dates. County will issue a Purchase Order supporting the payment of each annualized invoice at least 15 days in advance of the anniversary date of this agreement. If Contractor receives such Purchase Orders, it will reference the County's associated Purchase Order number on each invoice. Performance under this contract is not to begin until receipt of the Purchase Order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed.
- 7.2. The County may use two (2) different methods of placing orders from the contract: Purchase Orders (PO) and approved County procurement cards.
- 7.3. A Purchase Order may be issued to the contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become a part of the resulting contract. If there is any conflict between the PO terms and this contract, this contract terms and conditions will take precedence.
- 7.4. Credit card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The procurement card is current under contract with JP Morgan Chase/Master Card.

8. BILLING: Unless otherwise specified on the contract or purchase order (PO), invoices are to be submitted for each purchase order immediately upon completion of the shipment or services. Invoices should be mailed to the "BILL TO" address on the PO or to the appropriate address specified in the contract.

9. PAYMENT:

- 9.1. Payment shall be made after satisfactory performance that is in accordance with all provisions of the contract, and upon receipt of a properly completed invoice. The County reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any subsequent modifications.
- 9.2. Unless otherwise specified, partial payments will be made upon acceptance of materials or services so invoiced if in accordance with completion date.
- 9.3. When equipment requires installation (which includes erection, setting up or placing in position, service, or use) and testing, and the installation or testing is delayed by the Contractor, payment may be made on the basis of 50% of the contract price when such equipment is delivered on the site. A further allowance of 25% may be made when the equipment is installed and ready for test. The balance shall be paid after the equipment is tested and found to be satisfactory. If the equipment must be tested, but installation is not required to be made by the Contractor or if the equipment must be installed but testing is not required, payment may be made on the basis of 75% at the time of delivery and the balance shall be paid after satisfactory test or installation is completed.

10. SHIPPING: All materials shipped to the County must be shipped F.O.B. destination unless otherwise stated in a subsequent purchase order. The materials must be delivered to the "ship to" address indicated on the purchase order. Fairfax County shall not pay transportation charges unless the Contractor received prior

approval from the Purchasing Agent.

11. **TAX EXEMPTION:** The County is exempt from the payment of any federal excise or any Virginia sales tax. Fairfax County's Federal Excise Tax Exemption Number is 54-74-0127K.

12. **CONTRACT INSURANCE PROVISIONS:**

- 12.1. The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Contractor assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract.

- 12.2. The Contractor shall, during the continuance of all work under the contract provide the following:

- a. Maintain statutory Workers' Compensation and Employer's Liability insurance in limits of not less than \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
- b. The Contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the Contractor, its subcontractors, and the interest of the County, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with the contracted work.
- c. The Contractor agrees to maintain Cyber Security and Privacy Liability insurance in the amount of \$5,000,000 per occurrence to cover its operations in the event of a cyber breach.
- d. The Contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Contractor. In addition, all mobile equipment used by the Contractor in connection with the contracted work, will be insured under either a standard Automobile Liability policy, or a Commercial General Liability policy. The Garage Keeper's Liability coverage shall also be maintained where appropriate.
- e. Contractor agrees to maintain Contractors Liability insurance in the amount of \$1,000,000.00 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/subcontractors or out of an owner's/contractor's supervisory activity.
- f. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Contractor must comply with the following additional conditions. The limit of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverage for a period of two years after final payment for the contract. This certificate shall evidence a "retroactive date" no later than the beginning of the contractor's or sub-contractor's work under this contract, or
2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

- g. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - h. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI.
 - i. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
 - j. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
 - k. The Contractor will secure and maintain all insurance certificates of its subcontractors, which shall be made available to the County on demand.
 - l. The Contractor will provide copies of all insurance policies related to the contract within ten business days of demand by the County. These certified copies will be sent to the County from the Contractor's insurance agent or representative.
- 12.3. No change, cancellation, or non-renewal shall be made in any insurance coverage without a 30-day prior written notice to the County. The Contractor shall furnish a new certificate promptly following any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 12.4. Compliance by the Contractor and all subcontractors with the foregoing requirements as to carrying insurance shall not relieve the Contractor and all subcontractors of their liabilities provisions of the contract.
- 12.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.
- 12.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The Contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- 12.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
- 12.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.
- 12.9. The County, its officers and employees shall be named as an "additional insured" in the Automobile and General Liability policies and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the County may possess."
13. INDEMNIFICATION:
- 13.1. General Indemnification. The Contractor shall indemnify, defend at its own expense, and hold harmless Fairfax County, Virginia, and its officers, agents, employees, and volunteers, from any and all injuries, damages, and losses however or by whomever sustained, including cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of

any and all acts and omissions of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with work under this contract.

- 13.2. Intellectual Property Indemnification. In addition to the General Indemnification, Contractor will indemnify the County for and defend the County against third-party claims for infringement of any valid United States patent, trademark or copyright by the Contractor's products, software, services, or deliverables. Contractor must indemnify the County for any loss, damage, expense or liability, including costs and reasonable attorney's fees that may result by reason of any such claim.

In the event of a claim covered by this subparagraph, and in addition to all other obligations of Contractor in this Paragraph 13, Contractor must at its expense and within a reasonable time: (a) obtain a right for the County to continue using such products and software, or allow Contractor to continue performing the Services; (b) modify such products, software, services or deliverables to make them non-infringing; or (c) replace such products or software with a non-infringing equivalent. If, in the Contractor's reasonable opinion, none of the foregoing options is feasible Contractor must immediately notify the County and accept the return of the products, software, services, or deliverables, along with any other components rendered unusable as a result of the infringement or claimed infringement, and refund to the County the price paid to Contractor for such components as well as any pre-paid fees for the allegedly infringing services, including license, subscription fees, or both. Nothing in Paragraph 13, however, relieves the Contractor of liability to the County for damages sustained by the County by virtue of any breach of contract related to a third-party infringement claim.

- 13.3. Right to Participate in Defense. The County may, at its sole expense, participate in the defense or resolution of a Claim. Notwithstanding the foregoing, Contractor will have primary control of the defense and resolution of the Claim, except when such defense or resolution requires the County to (i) admit liability or wrongdoing; or (ii) to pay money. In either of these cases Contractor must obtain the County's prior written consent before entering into such settlement or resolution, which consent shall not be unreasonably withheld or delayed.
- 13.4. No Indemnification by the County. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in this Contract, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that promise or term is stricken from this Contract and of no effect.
- 13.5. Notice. In the event County seeks indemnification hereunder, the County shall provide the Contractor with prompt written notice of the claim and reasonable cooperation to the Contractor in defending such claim.

14. CONTRACT ALTERATIONS: No alterations in the terms of a contract shall be valid or binding upon the County unless made in writing and signed by the Contractor and the Purchasing Agent or her authorized agent, except termination for cause or convenience.

15. CHANGES: If in the Purchasing Agent's opinion, it becomes proper or necessary in the execution of this contract to make any change in design, or to make any alterations that will increase the expense, the Purchasing Agent shall determine an equitable adjustment to the Contractor's compensation.

No payment shall be made to the Contractor for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless some changes in or additions to the contract requiring additional outlay by the Contractor are first expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Purchasing Agent.

16. SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS: It is mutually understood and agreed that neither the Contractor nor the County shall assign, transfer, convey, sublet or otherwise dispose of its contractual duties to any other person, firm or corporation, without the previous written consent of the Purchasing Agent, in the event of Contractor assigning its duties, or Contractor, in the event of the County assigning its duties. If the Contractor desires to assign its right to payment of the contract, Contractor shall notify the Purchasing Agent immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from its obligations or change the terms of the contract.

17. **TERMINATION OF CONTRACTS**-Contracts will remain in force for full periods specified and/or until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:

- 17.1. Terminated prior to expiration date by satisfactory deliveries of entire contract requirements, or upon termination by the County for Convenience or Cause.
- 17.2. Extended upon written authorization of the Purchasing Agent and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.

18. **TERMINATION FOR CONVENIENCE**-A contract may be terminated in whole or in part by the County in accordance with this clause whenever the Purchasing Agent determines that such a termination is in the best interest of the County. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.

19. **TERMINATION OF CONTRACT FOR CAUSE**-Upon 30 calendar days' advance notice to the other party, either party may terminate this Contract, without further obligation, for the material default of the other party or its agents or employees with respect to any agreement or provision contained herein, provided the other party does not cure the material default within the 30 calendar day notice period.

20. **GUARANTIES & WARRANTIES**: All guarantees and warranties required shall be furnished by the contractor and shall be delivered to the Purchasing Agent before final payment on the contract is made. Unless in conflict with this contract or as otherwise stated, manufacturer's standard warranty applies.

21. **GENERAL GUARANTY**: Contractor agrees to:

- a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner.
- b. Intentionally deleted.
- c. Protect the County against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- d. Furnish adequate protection against damage to all work and to repair damages of any kind to the building or equipment, to his or her own work or to the work of other contractors, for which his or her workers are responsible.
- e. Pay for all permits, licenses and fees required to perform the Contractor's obligations hereunder and give all notices and comply with all laws, ordinances, rules, regulations, and policies of the County.
- f. Protect the County from loss or damage to County owned property while it is in the custody of the Contractor.

22. **SERVICE CONTRACT GUARANTY**: Contractor agrees to:

- a. Furnish services described in the contract at the times and places and in the manner and subject to conditions of those documents provided that the County may reduce the said services at any time.
- b. Enter upon the performance of services with all due diligence and dispatch, assiduously press to its complete performance, and exercise therein an industry-standard degree of skill and competence.
- c. All work and services rendered in strict conformance to all laws, statutes, and ordinances and the applicable

government rules, regulations, methods, and procedures.

- d. Allow services to be inspected or reviewed by an employee of the County at any reasonable time and place selected by the County. The County is under no obligation to compensate Contractor for any services not rendered in strict conformity with the contract.
- e. Stipulate that the presence of a County Inspector shall not lessen the obligation of the Contractor for performance in accordance with the contract requirements, or be deemed a defense on the part of the Contractor for infraction thereof. The Inspector is not authorized to revoke, alter, enlarge, relax, or release any of the requirements of the contract documents. Any omission or failure on the part of the Inspector to disapprove or reject any work or material shall not be construed to be an acceptance of any such defective work or material. Notification of an omission or failure will be documented by the Purchasing Agent.

23. OFFICIALS NOT TO BENEFIT:

- 23.1. Contractor shall certify, upon signing a contract, that to the best of their knowledge no Fairfax County official or employee having official responsibility for the procurement transaction, or member of their immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.
- 23.2. Whenever there is reason to believe that a financial benefit of the sort described in paragraph "23.1." has been or will be received in connection with a contract, and that the Contractor has failed to disclose such benefit or has inadequately disclosed it, the County Executive, as a prerequisite to payment pursuant to the contract, or at any other time, may require the Contractor to furnish, under oath, answers to any interrogatories related to such possible benefit.
- 23.3. In the event the Contractor has knowledge of benefits as outlined above, this information should be submitted with the contract. If the above does not apply at time of award of contract and becomes known after inception of a contract, the Contractor shall address the disclosure of such facts to the Fairfax County Purchasing Agent, 12000 Government Center Parkway, Suite 427, Fairfax, Virginia 22035-0013.

24. **LICENSE REQUIREMENT:** All firms doing business in Fairfax County, shall obtain a license as required by Chapter 4, Article 7, of The Code of the County of Fairfax, Virginia, as amended, entitled "Business, Professional and Occupational Licensing (BPOL) Tax." Questions concerning the BPOL Tax should be directed to the Department of Tax Administration, telephone (703) 222-8234 or visit: <https://www.fairfaxcounty.gov/taxes/business/understanding-bpol-tax>.

25. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a Fairfax County pursuant to the Fairfax County Purchasing Resolution shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. Fairfax County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. **COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For violation of this warranty, the County shall have the right to terminate or suspend this contract without liability to the County or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

27. SUPPLIER DIVERSITY:

- 27.1. In connection with the performance of this contract, the Contractor agrees to use its commercially reasonable efforts to carry out this policy and to insure that small and minority businesses shall have the maximum practicable opportunity to compete for subcontract work under this contract consistent with the efficient performance of this contract. Contractors may rely on oral or written representations by subcontractors regarding their status as small and/or minority business enterprises in lieu of independent investigation.
- 27.2. Where Federal grants or monies are involved, it is the policy of Fairfax County, through its agents and employees, to comply with the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as they pertain to small and minority business use.

28. INELIGIBILITY: Any person or firm suspended or debarred from participation in County procurement shall be notified in writing by the County Purchasing Agent, in accordance with Article 5, Section 1 of the Fairfax County Purchasing Resolution.

29. ORDER OF PRECEDENCE: In the event of conflict, the provisions of this contract shall take precedence over any other contract document.

30. DELAYS AND SUSPENSIONS:

- 30.1. The County may direct the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time deemed appropriate for the convenience of the County. In such event, the Contractor's time of completion will be extended by a period of time equivalent to the time of such suspension, delay or interruption. The County and the Contractor may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 30.2. If the County does not direct the Contractor, in writing, to suspend, delay, or interrupt the contract, the Contractor must give the County Purchasing Agent written notice if Fairfax County fails to provide data or services that are required for contract completion by the Contractor. The County may extend the Contractor's time of completion by a period of time that in the discretion of the Purchasing Agent is reasonably suited for completion of work. The County may further amend the contract by mutual agreement for any increase in the cost of performance of the contract (excluding profit) resulting solely from the delay or suspension of the contract. No adjustment shall be made under this clause for any delay or interruption resulting from any other cause, including the fault or negligence of the Contractor.
- 30.3. The Contractor shall continue its work on other phases of the project or contract, if in the sole discretion of the Purchasing Agent such work is not impacted by the County's delay, suspension, or interruption. All changes to the work plan or project milestones shall be reflected in writing as a contract amendment.

31. CONTRACTUAL DISPUTES:

- 31.1. Any dispute concerning a question of fact as a result of a contract with the County which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall reduce her decision to writing and mail or otherwise forward a copy to the Contractor within ninety (90) days. The decision of the Purchasing Agent shall be final and conclusive unless the Contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A Contractor may not institute legal action, prior to receipt of the Purchasing Agent's decision on the claim, unless the Purchasing Agent fails to render such decision within the time specified.
- 31.2. Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based.

Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment.

32. **LEGAL ACTION-** No Contractor shall institute any legal action until all statutory requirements have been met.
33. **VENUE:** This contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflicts of laws, rules, or provisions that would cause the application of any laws other than those of the Commonwealth of Virginia do not apply. Any and all disputes, claims, and causes of action arising out of or in any way connected with this contract or its performance must be brought in the applicable court of Fairfax County, or in the United States District Court for the Eastern District of Virginia, Alexandria Division.
34. **COMPLIANCE WITH FEDERAL, STATE, AND COUNTY LAWS:** The Contractor will comply with all applicable federal and state laws and with all County ordinances and requirements.
35. **HIPAA COMPLIANCE:** During the performance of this contract, the Contractor agrees to comply with Article 2, Section 7 of the Fairfax County Purchasing Resolution, as amended. Further information regarding HIPAA compliance is available on the County's website at <http://www.fairfaxcounty.gov/HIPAA>.
36. **AMERICANS WITH DISABILITIES ACT REQUIREMENTS:** Fairfax County Government is fully committed to the federal Americans with Disabilities Act (ADA), which guarantees non-discrimination and equal access for persons with disabilities in employment, public accommodations, transportation, and all County programs, activities and services. Fairfax County government contractors, subcontractors, vendors, and/or suppliers are subject to this ADA policy. All individuals having any County contractual agreement must make the same commitment. Acceptance of this contract by the Contractor acknowledges the Contractor's commitment and compliance with ADA.
37. **VIRGINIA FREEDOM OF INFORMATION ACT-**All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:
 - 37.1. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
 - 37.2. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the County decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the County decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "37.3" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
 - 37.3. Trade secrets or proprietary information submitted by a bidder, offeror or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to the prequalification process identified in the Special Provisions, shall not be subject to the Virginia Freedom of Information Act; however, the bidder, offeror or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
 - 37.4. Nothing contained in this section shall be construed to require the County, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous to the County.
 - 37.5. The County cannot maintain as confidential any information, data, or records obtainable through the Virginia Freedom of Information or similar law. This includes records or information that have not been

properly designated as trade secret or proprietary information pursuant to Va. Code Ann. § 2.2-4342(F).

- 37.6. A bidder or offeror shall not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices.
38. **AUDIT OF RECORDS:** The parties agree that the County or its agent must have reasonable access to and the right to examine any records of the contractor involving transactions related to the contract or compliance with any clauses thereunder, for a period of three (3) years after final payment. The contractor shall include these same provisions in all related subcontracts. For purposes of this clause, the term "records" includes documents, and papers regardless of whether they are in written form, electronic form, or any other form.
39. **NONVISUAL ACCESS:** All information technology, which is purchased or upgraded by the County under this contract, must comply with the following access standards from the date of purchase or upgrade until the expiration of the Contract:
- a. Effective, interactive control and use of the technology (including the operating system), applications programs, and format of the data presented, shall be readily achievable by nonvisual means;
 - b. The technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom the blind or visually impaired individual interacts;
 - c. Nonvisual access technology shall be integrated into networks used to share communications among employees, program participants, and the public; and
 - d. The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired. A covered entity may stipulate additional specifications in any procurement.
 - e. Compliance with the nonvisual access standards set out in this Section is not required if the Purchasing Agent determines that (i) the information technology is not available with nonvisual access because the essential elements of the information technology are visual and (ii) nonvisual equivalence is not available.
40. **PROHIBITION ON THE USE OF CERTAIN PRODUCTS AND SERVICES:** Fairfax County may not use, whether directly or through work with or on behalf of another public body, any hardware, software, or services that have been prohibited by the U.S. Department of Homeland Security for use on federal systems.
41. **LIMITATION OF LIABILITY:** The Contractor agrees that the limitation of liability provision set forth by paragraph 3.2.3 of Attachment B (Taser International, Inc. Body Worn Camera Sales Terms) to the PWC Contract No. 5015210 does not apply to the liability of the Contractor for (i) the intentional or willful misconduct, fraud, or recklessness of the Contractor or any employee of the Contractor or (ii) claims for bodily injury, including death, damage to real property or tangible personal property resulting from the negligence of the Contractor or any employee of the Contractor.

ACCEPTED BY

CONTRACTOR JOSHUA ISNER, CRO

Lee Ann Bender
for Cathy A. Muse, CPPQ
Director/County Purchasing Agent

12/24/19
Date

12/30/19
Date

BUSINESS CLASSIFICATION SCHEDULE

PLEASE CLASSIFY YOUR BUSINESS/ORGANIZATION BY MARKING IN STEP 1. STEP 2 IS OPTIONAL. This designation is requested of all business/organizations including publicly traded corporations, non-profits, sheltered workshops, government organizations, partnerships, sole proprietorships, etc. Fairfax County does not certify business classifications, nor does it establish preferences or set-asides for specific classifications.

Examples:

- A small Asian women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Minority-Owned" in Step 2
- A small, service-disabled veteran and women-owned business would mark "Small" in Step 1, then "Women-Owned" and "Service-Disabled Veteran-Owned" in Step 2
- A government agency/public body would ONLY mark "Government Agency/Public Body" in Step 1

NAME OF BUSINESS: AXON ENTERPRISES INCLAST 4 DIGITS OF TIN/EIN: 1227 SIGNATURE: [Signature]

Step 1: Please indicate the classification of your business/organization. Select ONLY one (1) option.

☐ Small ☒ Large ☐ Non-Profit ☐ Government Agency/Public Body ☐ Shelter Workshop

Step 2 (OPTIONAL): Please indicate what type of ownership your business/organization consists of. You may choose MORE than one (1) option.

☐ Women-Owned ☐ Minority-Owned ☐ Service-Disabled Veteran-Owned

DEFINITIONS

Small Business/Organization - "Small business" means a business that is at least 51% independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of these individual owners shall control both the management and daily business operations of the small business.

Minority Business - is a business concern that is at least 51% owned by one or more minority individuals or in the case of a corporation, partnership or limited liability company, or other entity, at least 51% of the equity ownership interest in the corporation, partnership or limited company or other entity is owned by one or more minority individuals and both the management and daily business operations are controlled by one or more minority individuals. Such individuals shall include Asian American, African American, Hispanic American, Native American, Eskimo, or Aleut.

Women-Owned Business - a business concern that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women who are U.S. citizens or legal resident aliens.

Service-Disabled Veteran - means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service-Disabled Veteran-Owned Business - is a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.

Shelter Workshop - a private non-profit, state, or local government institution that provides employment opportunities for individuals who are developmentally, physically, or mentally impaired to prepare for gainful work in the general economy. These services may include physical rehabilitation, training in basic work and life skills (e.g., how to apply for a job, attendance, personal grooming, and handling money), training on specific job skills, and providing work experience in the workshop.

VIRGINIA STATE CORPORATION COMMISSION (SCC)
REGISTRATION INFORMATION

The Contractor

☒ is a corporation or other business entity with the following SCC identification number
FL79854-7 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Contractor in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Contractor's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Contractor's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids. ☐

Attachment 1
Contract 440000 9569



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-237407-43829.683JD

Issued: 12/30/2019

➔ **Quote Expiration: 12/31/2019**

Account Number: 106896

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Michael McElroy
Fairfax County Police Dept. - VA
12099 GOVERNMENT CENTER PARKWAY
FAIRFAX, VA 22035
US

BILL TO

Fairfax County Police Dept. - VA
4100 CHAIN BRIDGE ROAD
FAIRFAX, VA 22030
US

SALES REPRESENTATIVE

Andy Wrenn

Phone:

Email: andy@axon.com

Fax: 480-991-0791

PRIMARY CONTACT

Michael McElroy

Phone: (703) 246-2195

Email: michael.mcelroy@fairfaxcounty.gov

Year 1 - Deployment 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	100	336.00	216.00	21,600.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	600	948.00	948.00	568,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,000	0.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	149	180.00	120.00	17,880.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,490	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT	600	180.00	69.00	41,400.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	303	468.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	9,090	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	600	499.00	359.20	215,520.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	600	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	600	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	600	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	100	42.00	35.00	3,500.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	100	1,495.00	747.50	74,750.00
Services					
85055	AXON FULL SERVICE	1	17,000.00	15,000.00	15,000.00

Year 1 - Deployment 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services (Continued)					
85055	AXON FULL SERVICE	1	17,000.00	15,000.00	15,000.00
				Subtotal	973,450.00
				Estimated Shipping	0.00
				Estimated Tax	0.00
				Total	973,450.00

Year 1 - 2:1 BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85086	TECH ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	600	1,200.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	600	499.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	600	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	600	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	600	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
11553	SYNC CABLE, USB A TO 2.5MM	74	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	74	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	74	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	74	499.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 - Deployment 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	102	336.00	216.00	22,032.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	610	948.00	948.00	578,280.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,400	0.00	0.00	0.00

Year 2 - Deployment 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT	610	180.00	180.00	109,800.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	610	499.00	359.20	219,112.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	610	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	610	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	610	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	102	42.00	35.00	3,570.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	102	1,495.00	747.50	76,245.00
Subtotal					1,009,039.00
Estimated Tax					0.00
Total					1,009,039.00

Year 2 - TAP True-up for Deployment 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	102	336.00	216.00	22,032.00
85070	TECH ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	610	240.00	204.00	124,440.00
Subtotal					146,472.00
Estimated Tax					0.00
Total					146,472.00

Year 2 - 2:1 BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85086	TECH ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	610	1,200.00	0.00	0.00
Hardware					
11553	SYNC CABLE, USB A TO 2.5MM	610	0.00	0.00	0.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	610	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	610	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	610	499.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2 - Services for Deployment 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	100	336.00	216.00	21,600.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	600	948.00	948.00	568,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,000	0.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	149	180.00	120.00	17,880.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,490	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT	600	180.00	180.00	108,000.00
85110	EVIDENCE.COM INCLUDED STORAGE	9,090	0.00	0.00	0.00
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	303	468.00	468.00	141,804.00
Subtotal					858,084.00
Estimated Tax					0.00
Total					858,084.00

Year 3 - Services for Deployment 1 & 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	100	336.00	216.00	21,600.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	600	948.00	948.00	568,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,000	0.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	149	180.00	120.00	17,880.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,490	0.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT	600	180.00	180.00	108,000.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	102	336.00	216.00	22,032.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	610	948.00	948.00	578,280.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,400	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT	610	180.00	180.00	109,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	9,090	0.00	0.00	0.00

Year 3 - Services for Deployment 1 & 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	303	468.00	468.00	141,804.00
				Subtotal	1,568,196.00
				Estimated Tax	0.00
				Total	1,568,196.00

Year 4 - Services for Deployment 1 & 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	100	336.00	216.00	21,600.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	600	948.00	948.00	568,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,000	0.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	149	180.00	120.00	17,880.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,490	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT	600	180.00	180.00	108,000.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	102	336.00	216.00	22,032.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	610	948.00	948.00	578,280.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,400	0.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT	610	180.00	180.00	109,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	9,090	0.00	0.00	0.00
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	303	468.00	468.00	141,804.00
				Subtotal	1,568,196.00
				Estimated Tax	0.00
				Total	1,568,196.00

Year 5 - Services for Deployment 1 & 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	100	336.00	216.00	21,600.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	600	948.00	948.00	568,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,000	0.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	149	180.00	120.00	17,880.00
85110	EVIDENCE.COM INCLUDED STORAGE	1,490	0.00	0.00	0.00

Year 5 - Services for Deployment 1 & 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT	600	180.00	180.00	108,000.00
87026	TECH ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	102	336.00	216.00	22,032.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	610	948.00	948.00	578,280.00
85110	EVIDENCE.COM INCLUDED STORAGE	24,400	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT	610	180.00	180.00	109,800.00
85110	EVIDENCE.COM INCLUDED STORAGE	9,090	0.00	0.00	0.00
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	303	468.00	468.00	141,804.00
				Subtotal	1,568,196.00
				Estimated Tax	0.00
				Total	1,568,196.00
Grand Total					7,691,633.00

Discounts (USD)

Quote Expiration: 12/31/2019

List Amount	10,506,180.00
Discounts	2,814,547.00
Total	7,691,633.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - Deployment 1	973,450.00
Year 1 - 2:1 BWC	0.00
Spares	0.00
Year 2 - Deployment 2	1,009,039.00
Year 2 - TAP True-up for Deployment 2	146,472.00
Year 2 - 2:1 BWC	0.00
Year 2 - Services for Deployment 1	858,084.00
Year 3 - Services for Deployment 1 & 2	1,568,196.00
Year 4 - Services for Deployment 1 & 2	1,568,196.00
Year 5 - Services for Deployment 1 & 2	1,568,196.00
Grand Total	7,691,633.00

Notes

Prince William County Contract No. 501520 used for pricing and purchasing justification

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	